

Applicant or Patentee: Robert John Mabbott  
Application No. or Patent No.: 08/716,360  
Filed or Issued: September 17, 1996  
For: Transfer Materials

**VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY  
STATUS (37 CFR 1.90(f) and 1.27(c) - SMALL BUSINESS CONCERN**

I hereby declare that I am

the owner of the small business concern identified below:

an official of the small business concern empowered to act on behalf of the concern identified below:

Name of Concern ISO DEVELOPMENTS LTD.

Address of Concern 19A London Road, Sandy, Bedfordshire SG19 1HA, England

I hereby declare that the above identified small business concern qualifies as a small business concern as defined in 13 CFR 121.3-18, and reproduced in 37 CFR 1.9(d), for purposes of paying reduced fees under Section 41(a) and (b) of Title 35, United States Code, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both.

I hereby declare that rights under contract or law have been conveyed to and remain with the small business concern identified above with regard to the invention, entitled

Transfer Materials

by Robert John Mabbott  
described in

the specification filed herewith  
 application no. 08/716,360, filed September 17, 1996  
 patent no. \_\_\_\_\_, issued \_\_\_\_\_

If the rights held by the above identified small business concern are not exclusive, each individual, concern or organization having rights to the invention is listed below\* and no rights to the invention are held by any person, other than the inventor, who could not qualify as a small business concern under 37 CFR 1.9(d) or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

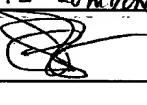
Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earlier of the issue fee or any maintenance fee due after the date on which status as a small business entity is no longer appropriate. (37 CFR 1.28(b)).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which the verified statement is directed.

Name of Person Signing MANISHA PORTER  
Title of Person Other Than Owner DIRECTOR  
Address of Person Signing HOME: WHITETHORN WARD 1CHWELL BIGGLESWICH REAS UK  
OFFICE: 10 A LONDON RD SANDY BEDFORDSHIRE SG19 1HA UK.

Signature 

Date 8 November 1996

\*NOTE: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27).

**COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR UTILITY PATENT APPLICATION**

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and

joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **TRANSFER MATERIALS**,

the specification of which

— is attached hereto.

x was filed September 17, 1996 in the name of Robert John Mabbott as a U.S. National Phase Application of International Application No. PCT/GB95/00601 filed March 17, 1995, and assigned application serial number 08/716360, and was amended on September 17, 1996;

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above;

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section....The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98.";

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

<u>Prior Foreign Application(s)</u>	<u>Priority Claimed</u>		
<u>9405374.1</u> (Number)	<u>GB</u> (Country)	<u>18 March 1994</u> (Day/Month/Year Filed)	<u>X</u> Yes      No
<u>PCT/GB95/00601</u> (Number)	<u>GB</u> (Country)	<u>17 March 1995</u> (Day/Month/Year Filed)	<u>X</u> Yes      No

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States

Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

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(Application Serial No.) (Filing Date) (patented, pending, abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and to file, prosecute and to transact all business in connection with international applications directed to said invention:

Stephen C. Durant	31,506
Paul Davis	29,294
Mark A. Haynes	0,846
Michael Hetherington	32,357
Charles D. Holland	35,196
Hark C. Chan	35,477
Charles C. Cary	36,764
Michael J. Panepucci	37,203
Michael J. Murphy	37,404
David J. Weitz	38,362
Kent R. Richardson	39,443

Address all correspondence to:

Michael J. Murphy  
Wilson, Sonsini, Goodrich & Rosati  
650 Page Mill Road  
Palo Alto, CA 94304-1050

Direct all telephone calls to Michael J. Murphy at (415) 493-9300.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

First inventor: Robert John Mabbott  
Inventor's signature: Omitted Inventor Completed On Added Pages  
Date: \_\_\_\_\_  
Citizenship: Great Britain  
Last Known Residence: 3 Lincoln Court, Tennyson Road, Bedford, Bedfordshire MK40 2UX,  
Great Britain  
Post Office Address: As above written.

The following Added Pages are included which form a part of this Declaration:

x Signature for inventor who refuses to sign or cannot be reached by person authorized under 37 CFR 1.47. Number of Pages added: 1

**ADDED PAGES TO COMBINED DECLARATION AND POWER OF ATTORNEY  
FOR SIGNATURE BY PERSON WITH SUFFICIENT PROPRIETARY INTEREST  
ON BEHALF OF OMITTED INVENTOR(S) WHO REFUSE(S) TO SIGN OR  
CANNOT BE REACHED (37 CFR 1.47(b))**

I, ALAN BRIAN PORTER hereby declare that:

(type or print name of person (entity) with sufficient proprietary interest or authorized to act on behalf of such person (entity))

I. I am a citizen of Great Britain, residing at Whitethorn, Warden Road, Ickwell, Biggleswade, Bedfordshire SG18 9EL, England

II. I    am a person with sufficient proprietary interest  
  x   am authorized by the following person or juristic entity with sufficient proprietary interest

(complete the following information, if applicable):

ISO DEVELOPMENTS, LTD.

Name of assignee or entity having sufficient proprietary interest

19A London Road, Sandy, Bedfordshire, SG19 1HA, England

Address of assignee or entity having sufficient proprietary interest

ALAN BRIAN PORTER

Title of person executing this declaration and authorized to sign on behalf of assignee or entity having sufficient proprietary interest

III. By virtue of this proprietary interest I sign this declaration on behalf of and as agent for:

Full name of (first, second, etc.)

omitted inventor: Robert John Mabbott

who    refuses to sign.

  x   cannot be found or reached.

NOTE: The name of the omitted inventor(s) should preferably also be inserted at the appropriate prior space in the declaration adding the words "omitted

inventor-completed on added page."

Great Britain

Country of citizenship of omitted inventor

3 Lincoln Court, Tennyson Road, Bedford, Bedfordshire, MK40 2UX, Great Britain

Last known address of omitted inventor

IV. Upon information and belief, I aver those facts which the inventor is required to state. 37 CFR 1.64(b).

V. Accompanying this declaration is:

   A declaration of facts in support of filing on behalf of omitted inventor

  x   A declaration by person signing on behalf of omitted inventor establishing proprietary interest

   A true copy of a DECLARATION OF FACTS IN SUPPORT OF FILING ON BEHALF OF OMITTED INVENTOR (37 CFR 1.45).

to establish the proof of pertinent facts and to show that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and

  x   the petition of fee of \$130.00 (37 CFR 1.17(h)).

19 March 1997

(Signature of person with sufficient proprietary interest or authorized to act Date  
on behalf of such person or entity)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of Robert John Mabbott

For: Transfer Materials

the specification of which:

- is attached hereto.
- x was filed on September 17, 1996 as Application No. 08/716360 and was amended on September 17, 1996 (if applicable).
- x was described and claimed in International Application No. PCT/GB95/00601 filed on March 17, 1995

**DECLARATION OF FACTS IN SUPPORT OF FILING ON BEHALF  
OF OMITTED INVENTOR (37 CFR 1.47)**

This declaration is made as to the exact facts which are relied upon to establish the diligent effort made to secure the execution of the declaration by the omitted inventor for the above identified patent application before deposit thereof in the U.S. Patent and Trademark Office.

- x Since signing on behalf of the omitted inventor is by a person or entity showing a sufficient proprietary interest this declaration also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage (if applicable).

This declaration is being made by the available person having first-hand knowledge of the facts recited therein.

**Identification of Person Making this Declaration of Facts:**

ALAN BRIAN PORTER

Name of declarant

Whitethorn, Warden Road, Ickwell, Biggleswade, Bedfordshire SG18 9EL, England

Address of declarant

**Efforts During Convention Year to Prepare Application and Obtain Inventor's Signature**

There was an inextensible period of 30 months from the priority date of March 18, 1994 of UK patent application 9405374.1 within which the application in the USA had to be filed to preserve that priority date. It was important to take full advantage of that 30 month period in order to assess the commercial value of the invention and to obtain finance for the development of the invention.

### **Last Known Address of the Omitted Inventor**

Robert John Mabbott

Full name of omitted inventor

3 Lincoln Court, Tennyson Road, Bedford, Bedfordshire, MK40 2UX, Great Britain

Last known address of omitted inventor

X

### **Details of Efforts to Reach Omitted Inventor**

To establish a historical perspective there is attached to this Declaration a copy of 3 Declarations of Facts (by myself, Anthony Eric Bygraves and Peter Anthony Oliver respectively) which were filed with the US PTO in connection with US patent application Serial No. 08/454334. The Exhibits to those Declarations are not included. In the case of that application the US PTO has granted the petition that the inventor's signature be dispensed with and that the application can proceed in the name of the assignee ISO Developments Ltd.

The petition on US Serial No. 08/454334 was based essentially on the refusal of the inventor Robert John Mabbott to sign the application.

Since August 1995 when efforts were made to obtain Mr Mabbott's signature on the application Serial No. 08/454334 we have been unable to establish the whereabouts of Mr Mabbott.

Initially, attempts were made to contact Mr Mabbott at his home address in Bedford, but to no avail. Contact was made with his parents and sister but they did not know where he was. Advertisements were placed in the Bedford newspapers asking him to contact the company, but with no answer from him. A private investigator was employed to try to trace him, but with no success. It was rumoured that he might be living in Majorca, so investigations were made there and advertisements placed in newspapers in Majorca, but still with no success. Replies were received from a number of other people who were also trying to find him, but there was not reply from Mr. Mabbott. Therefore, when it became necessary to have him sign the application papers for the application which is now US Serial No. 08/716360 we had no means of making contact and no address to write to. He had effectively disappeared, and continued diligent efforts to trace him all failed.

### **Proof of Need to Prevent Irreparable Damage or Preserve the Rights of the Parties**

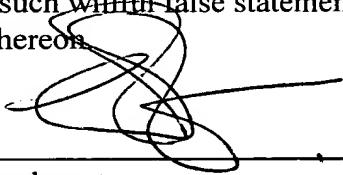
The International application has now been published and would serve as a statutory bar to our obtaining a United States patent in the event that we are unable to preserve our claim for priority.

Furthermore, if we are not allowed the filing date of our application serial No. 08/716360 due to our inability to have the inventor complete the necessary documents and comply with the requirements of US patent law and practice, then this will cause our business irreparable damage as we shall be completely unable to protect the technology of that business in the United States.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

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Signature of Declarant



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19 March 1997

Date

Attachments to:

Declaration of Facts in Support of Filing on Behalf of Omitted Inventor  
dated March 19, 1997 for application serial no. 08/716,360.

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of      Robert John Mabbott

For:                      Printing Process

the specification of which

- is attached hereto.
- was filed on June 16, 1995 as Application Serial No. 08/454,334 and was amended on \_\_\_\_\_ (if applicable).
- was described and claimed in International Application No. PCT/GB93/02591 filed on December 17, 1993 and as amended on \_\_\_\_\_ (if any).

**DECLARATION OF FACTS IN SUPPORT OF FILING ON BEHALF OF OMITTED  
INVENTOR (37 CFR 1.47)**

This declaration is made as to the exact facts which are relied upon to establish the diligent effort made to secure the execution of the declaration by the omitted inventor for the above identified patent application before deposit thereof in the U.S. Patent and Trademark Office.

- Since signing on behalf of the omitted inventor is by a person or entity showing a sufficient proprietary interest this declaration also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage (if applicable).

This declaration is being made by the available person having first-hand knowledge of the facts recited therein.

**Identification of Person Making this Declaration of Facts:**

Alan Brian Porter

Name of declarant

Whitehorn, Warden Road, Ickwell, Biggleswade, Bedfordshire SG18 9EL, England

Address of declarant

**Last Known Address of the Omitted Inventor**

**Robert John Mabbott**

Full name of omitted inventor

**3 Lincoln Court, Tennyson Road, Bedford, Bedfordshire, MK40 2UX, Great Britain**

Last known address of omitted inventor

**Details of Efforts to Reach Omitted Inventor**

**OR**

**Details of Refusal of Omitted Inventor to Sign Application Papers**

- I. I, Alan Brian Porter, am an applicant, together with Anthony Eric Bygraves, for International Patent Application no. PCT/GB93/02591 which entered the national phase in the United States of America on 16 June 1995, this being two days before the 30 month deadline of 18 June 1995 for doing so in order to retain priority. A copy of the front sheet of the publication of PCT/GB93/02591 is attached as **Exhibit 1**. A copy of the preliminary amendment as filed on entering the national phase before the United States Patent and Trademark Office (USPTO) is attached as **Exhibit 2**.
- II. I am a Director of a small business entity ISO Developments Limited ("ISO"), previously of Magnolia House, 18 Market Place, Sandy, Bedfordshire SG19 1LA, United Kingdom, and, since July 1995, of 19A London Road, Sandy, Bedfordshire, SG19 1HA, United Kingdom. As a Director of ISO, I am under an obligation to assign my rights in the invention which is the subject of the application in suit to ISO at some time in the near future and this is recognised on the Declaration supporting Small Entity Status which is being filed at the USPTO, a copy of which is attached as **Exhibit 3**.
- III. The inventor for the application in suit is Robert John Mabbott of 3 Lincoln Court, Tennyson Road, Bedford, Bedfordshire, MK40 2UX, United Kingdom. Mr Mabbott is named as inventor and applicant for the US only on PCT/GB93/02591 and Mr. Bygraves and I are applicants on PCT/GB93/02591 for all other countries. Mr. Mabbott was, until 9 January 1995, a Director and employee of ISO. He is no longer an employee or Director of ISO but remains a shareholder of ISO.
- IV. I am fully aware of the requirement of the United States Code that any patent applications filed with the United States Patent and Trademark Office must be filed in the name of the inventor(s) and that in order for someone other than the inventor to be recorded as the applicant, the inventor(s) is required to
  - i) have reviewed and understood the documents which form the application, these comprising the specification, including the claims, and drawings together with any amendments,
  - ii) sign a Declaration stating that he has reviewed and understood the documents as in i) above and claiming title to the identified patent application,
  - iii) sign a Power of Attorney appointing an attorney to prosecute the application before the US Patent and Trademark Office,
  - iv) assign his title in the application and invention to the person or persons who are to be the subsequent applicants.
- V. Prior to the application in suit being filed with the USPTO, attempts were made to arrange for a meeting with Mr Mabbott in order to effect the requirements listed in paragraph 4 above. These attempts may be itemised as follows:

- A. On the evening of 12 June 1995, my co-Director, Mr Bygraves, telephoned Mr Mabbott at his home and that telephone conversation was recorded using a hand-held dictaphone. I later listened to the recording and made notes from the taped recording, rather than a full transcript. A copy of these notes, together with a covering letter sent by me to our UK patent attorney, Peter Anthony Oliver, is attached as **Exhibit 4**. The main purpose of the telephone call had been to ask Mr Mabbott if he was willing to sign the required documents (as listed in 4 above) in order for the then proposed US patent application to proceed before the USPTO. On listening to the tape I heard that, although Mr Mabbott was asked directly whether he would be willing to sign the documents, he did not say either that he would or that he would not sign them but rather began to talk about other matters, some related to the matter in hand and some not so related.
- B. Mr Oliver spoke with Mr Mabbott by telephone prior to the priority deadline for the application in suit and copies of his attendance notes of these telephone conversations are attached as **Exhibit 5** and his Declaration in support forms part of the set of Declarations which accompany this Declaration in relation to the application in suit.
- C. On various other occasions, prior to the date of filing with the USPTO, I was appraised by my co-Director, Mr Bygraves that he had had further telephone conversations with Mr Mabbott for the purpose of obtaining the required signatures, but that Mr Mabbott had neither agreed nor refused to assist in this matter.

VI. Mr Mabbott did not sign any of the required documentation as listed in paragraph 4 above prior to 16 June 1995, the date on which the application in suit was filed with the USPTO. I and my co-Director, Mr Bygraves, have continued using diligent efforts to have the documents reviewed and signed by Mr Mabbott and these further attempts are itemised as follows:

- A. On 6 July 1995, when it had become obvious that a meeting with Mr Mabbott seemed unlikely, I, on behalf of myself and my co-Director, Mr Bygraves, forwarded to Mr Mabbott, by recorded mail delivery a package containing the required items as listed in paragraph 4 above for review and signature by Mr Mabbott. A copy of my letter to Mr Mabbott, together with a copy of the Combined Declaration and Power of Attorney, the Assignment and the original certificate of mailing is attached as **Exhibit 6**. No reply was received from Mr Mabbott.
- B. On 31 July 1995, and following a telephone call by Mr Bygraves to Mr Mabbott on Saturday 29 July 1995, Mr Bygraves and I met with Mr Mabbott at a hotel at Sandy, Bedfordshire to again ask if he was intending to sign the appropriate documents as had been sent to him by recorded mail delivery on 6 July 1995. A report of that meeting prepared by me is attached as **Exhibit 7**. Mr Mabbott neither agreed nor refused to sign the documents and did not commit himself either way. When we parted it was on the firm understanding that if he were agreeable to signing the documents then he should do so and return them to the offices of ISO before close of business on 1 August 1995.
- C. I also understand from Mr Bygraves that he telephoned Mr Mabbott in the evening of 1 August 1995 and obtained a negative response from him at that time, by which Mr Mabbott declined to sign.
- D. On 25 January 1993, Mr Mabbott agreed to assign the United Kingdom patent application no. 9227187.3 filed on 18 December 1992 to myself and my co-Director



Mr. Bygraves in return for our payment of various business debts of Mr Mabbott. ~~Our agreement also offered Mr Mabbott employment as a Director in ISO Developments Limited.~~ The agreement a copy of which is attached as Exhibit 8 was signed by myself, Mr Bygraves and Mr Mabbott and on 26 January 1993, Mr Mabbott assigned all his rights in the invention and the UK patent application to myself and Mr Bygraves in an assignment, a copy of which is attached as Exhibit 9.



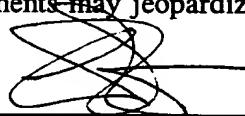
VII. Thereafter, Mr Bygraves and I have, to protect the business that he and I have financed as ISO and initially with Mr Mabbott's support, pursued an International Patent Application PCT/GB93/02591 in which, inter alia, the United States of America was designated. This application was based on and claimed priority from the original UK patent application, and the International Patent Application has now been published. We are currently negotiating with potential licences throughout the world, including North America.

**Proof of Need to Prevent Irreparable Damage or Preserve the Rights of the Parties**

VIII. The International Application has now been published and would serve as a statutory bar to our obtaining a United States patent in the event that we are unable to preserve our claim for priority due to the refusal of the inventor to sign the necessary documents to enable our Application Serial No. 08/454,334 to be based on the priority of the International Application.

IX. Furthermore, if we are not allowed the filing date of our Application Serial No. 08/454,334 due to our inability to have the inventor complete the necessary documents and comply with the requirements of US patent law and practice, then this will cause our business irreparable damage as we shall be completely unable to protect the technology of that business in the United States.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18, United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



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Signature of Declarant

Date



m:631244\pat2\wpd

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of **Robert John Mabbott**

For: **Printing Process**

the specification of which

- is attached hereto.**
- was filed on June 16, 1995 as Application Serial No. 08/454,334 and was amended on \_\_\_\_\_ (if applicable).**
- was described and claimed in International Application No. PCT/GB93/02591 filed on December 17, 1993 and as amended on \_\_\_\_\_ (if any).**

**DECLARATION OF FACTS IN SUPPORT OF FILING ON BEHALF OF OMITTED INVENTOR (37 CFR 1.47)**

This declaration is made as to the exact facts which are relied upon to establish the diligent effort made to secure the execution of the declaration by the omitted inventor for the above identified patent application before deposit thereof in the U.S. Patent and Trademark Office.

- Since signing on behalf of the omitted inventor is by a person or entity showing a sufficient proprietary interest this declaration also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage (if applicable).**

This declaration is being made by the available person having first-hand knowledge of the facts recited therein.

**Identification of Person Making this Declaration of Facts:**

**Anthony Eric Bygraves**

Name of declarant

**13 The Avenue, Sandy, Bedfordshire SG19 1ER, Great Britain**

Address of declarant

**Last Known Address of the Omitted Inventor**

**Robert John Mabbott**

Full name of omitted inventor

**3 Lincoln Court, Tennyson Road, Bedford, Bedfordshire, MK40 2UX, Great Britain**

Last known address of omitted inventor

**Details of Efforts to Reach Omitted Inventor**

**OR**

**Details of Refusal of Omitted Inventor to Sign Application Papers**

- I. I, Anthony Eric Bygraves, am an applicant, together with Alan Brian Porter, for International Patent Application no. PCT/GB93/02591 which entered the national phase in the United States of America on 16 June 1995, this being two days before the 30 month deadline of 18 June 1995 for doing so in order to retain priority. A copy of the front sheet of the publication of PCT/GB93/02591 is attached as **Exhibit 1**. A copy of the preliminary amendment as filed on entering the national phase before the United States Patent and Trademark Office (USPTO) is attached as **Exhibit 2**.
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- III. The inventor for the application in suit is Robert John Mabbott of 3 Lincoln Court, Tennyson Road, Bedford, Bedfordshire, MK40 2UX, United Kingdom. Mr Mabbott is named as inventor and applicant for the US only on PCT/GB93/02591 and Mr Porter and I are applicants on PCT/GB93/02591 for all other countries. Mr Mabbott was, until 9 January 1995, a Director and employee of ISO. He is no longer an employee or Director of ISO but remains a shareholder of ISO.
- IV. I am fully aware of the requirement of the United States Code that any patent applications filed with the United States Patent and Trademark Office must be filed in the name of the inventor(s) and that in order for someone other than the inventor to be recorded as the applicant, the inventor(s) is required to
  - i) have reviewed and understood the documents which form the application, these comprising the specification, including the claims, and drawings together with any amendments,
  - ii) sign a Declaration stating that he has reviewed and understood the documents as in i) above and claiming title to the identified patent application,
  - iii) sign a Power of Attorney appointing an attorney to prosecute the application before the US Patent and Trademark Office,
  - iv) assign his title in the application and invention to the person or persons who are to be the subsequent applicants.

V. Prior to the application in suit being filed with the USPTO, attempts were made to arrange for a meeting with Mr Mabbott in order to effect the requirements listed in paragraph 4 above. These attempts may be itemised as follows:

- A. On the evening of 12 June 1995, I telephoned Mr Mabbott at his home and that telephone conversation was recorded by me using a hand-held dictaphone. The main purpose of the telephone call was to ask Mr Mabbott if he was willing to sign the required documents (as listed in 4 above) in order for the application to proceed before the USPTO. Although Mr Mabbott was asked directly by me whether he would be willing to sign the documents he did not say either that he would or that he would not sign them but rather began to talk about other matters, some related to the matter in hand and some not so related. My co-Director, Alan Brian Porter, later listened to the recording and made notes from the taped recording, rather than a full transcript. A copy of these notes, together with a covering letter to our UK patent attorney, Peter Anthony Oliver, is attached as **Exhibit 4**.
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- C. On various other occasions, prior to the date of filing with the USPTO, I had further telephone conversations with Mr Mabbott for the purpose of obtaining the required signatures, but Mr Mabbott neither agreed nor refused to assist in this matter.

VI. Mr Mabbott did not sign any of the required documentation as listed in paragraph 4 above prior to 16 June 1995, the date on which the application in suit was filed with the USPTO. I and my co-Director, Mr Porter, have continued using diligent efforts to have the documents reviewed and signed by Mr Mabbott and these further attempts are itemised as follows:

- A. On 6 July 1995, when it had become obvious that a meeting with Mr Mabbott seemed unlikely, my co-Director Mr Porter, on behalf of both himself and myself, forwarded to Mr Mabbott, by recorded mail delivery a package containing the required items as listed in paragraph 4 above for review and signature by Mr Mabbott. A copy of the letter from Mr Porter together with a copy of the Combined Declaration and Power of Attorney, the Assignment and the certificate of mailing is attached as **Exhibit 6**. The original mailing receipt forms an Exhibit to Mr Porter's own Declaration which accompanies the this Declaration. No reply was received from Mr Mabbott.
- B. On 31 July 1995, and following a telephone call by me to Mr Mabbott on Saturday 29 July 1995, Mr Porter and I met with Mr Mabbott at an hotel at Sandy, Bedfordshire to again ask if he was intending to sign the appropriate documents as had been sent to him by recorded mail delivery on 6 July 1995. A report of that meeting is attached as **Exhibit 7** prepared by Mr Porter. As can be seen from **Exhibit 7**, Mr Mabbott neither agreed nor refused to sign the documents and did not commit himself either way. When we parted it was on the firm understanding that if he were agreeable to signing the documents then he should do so and return them to the offices of ISO before close of business on 1 August 1995.
- C. On the evening of Tuesday 1 August 1995, after the close of business, I again telephoned Mr Mabbott, but, on this occasion, when asked if he would sign the

documents relating to the US patent application, he said "No, I don't think so.". A fuller record of my conversation with him is attached as Exhibit 8.

D. On 25 January 1993, Mr Mabbott agreed to assign the United Kingdom patent application no. 9227187.3 filed on 18 December 1992 to myself and my co-Director Mr. Porter in return for our payment of various business debts of Mr Mabbott. ~~Our agreement also offered Mr Mabbott employment as a Director in ISO Developments Limited.~~ The agreement a copy of which is attached as Exhibit 9 was signed by myself, Mr Porter and Mr Mabbott and on 26 January 1993, Mr Mabbott assigned all his rights in the invention and the UK patent application to myself and Mr. Porter in an assignment, a copy of which is attached as Exhibit 10.

VII. Thereafter, Mr Porter and I have, to protect the business that he and I have financed as ISO and initially with Mr Mabbott's support, pursued an International Patent Application PCT/GB93/02591 in which, inter alia, the United States of America was designated. This application was based on and claimed priority from the original UK patent application, and the International Patent Application has now been published. We are currently negotiating with potential licences throughout the world, including North America.

#### Proof of Need to Prevent Irreparable Damage or Preserve the Rights of the Parties

VIII. The International Application has now been published and would serve as a statutory bar to our obtaining a United States patent in the event that we are unable to preserve our claim for priority due to the refusal of the inventor to sign the necessary documents to enable our Application Serial No. 08/454,334 to be based on the priority of the International Application.

IX. Furthermore, if we are not allowed the filing date of our Application Serial No. 08/454,334 due to our inability to have the inventor complete the necessary documents and comply with the requirements of US patent law and practice, then this will cause our business irreparable damage as we shall be completely unable to protect the technology of that business in the United States.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18, United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

  
Signature of Declarant

Date

8. AUG. 95

Patent  
Attorney Docket No. 16286.702

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Robert John Mabbott

For: Transfer Materials

the specification of which:

       is attached hereto.  
x was filed on September 17, 1996 as Application No. 08/716360  
and was amended on September 17, 1996 (if applicable).  
x was described and claimed in International Application No. PCT/GB95/00601  
filed on March 17, 1995 and as amended on \_\_\_\_\_ (if  
any).

**DECLARATION ESTABLISHING PROPRIETARY INTEREST BY PERSON  
SIGNING ON BEHALF OF OMITTED INVENTOR**

I. I, ALAN BRIAN PORTER

Name of declarant

Residing at Whitethorn, Warden Road, Ickwell, Biggleswade, Bedfordshire SG18 9EL,  
England

am the person signing the declaration on the above identified application on behalf of the omitted  
inventor and made this declaration as to the facts establishing my proprietary interest.

II. As of the date I signed the declaration for this application the proprietary interest in this  
invention:

       belonged to me  
x belonged to the following juristic person

ISO DEVELOPMENTS, LTD.

*(Name of company or other juristic person)*

19A London Road, Sandy, Bedfordshire, SG19 1HA, England

*(Address of company or other juristic person)*

and I am authorized to sign the declaration on behalf of the juristic person, my title being

Director

*(type or print title of declarant in corporation or juristic person)*

III. I establish the proprietary interest by:

- attaching a copy of the assignment of this invention by the omitted inventor.
- attaching a copy of the agreement whereby the omitted inventor agreed to assign this invention.
- attaching a declaration establishing that conditions specified in the agreement for assignment have been met.
- a sufficient proprietary interest is also demonstrated by the attached legal memorandum establishing that a court of competent jurisdiction would by the weight of authority in that jurisdiction award title in the invention to me or the legal entity on whose behalf I have authority to sign.

IV. Assignee's Certification

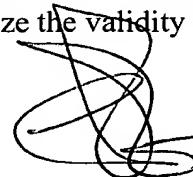
In accordance with 37 CFR 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

V. Proof of Need to Prevent Irreparable Damage or Preserve the Rights of the Parties

It was necessary to file the US patent application no later than September 18, 1995 in order to preserve the International filing date of March 17, 1995 and thus the UK priority date of March 18, 1994. The deadline of September 18, 1995 was inextensible and irreparable damage would have been caused if filing had been delayed beyond that date.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 19 March 1997



*(Signature of declarant)*

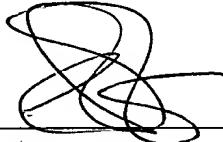
— Plus 10 added page(s)

Supplemental Page

DECLARATION

I, ALAN BRIAN PORTER, of Whitethorn, Warden Road, Ickwell, Biggleswade, Bedfordshire SG18 9EL, England hereby declare that I was a Director of ISO Developments Ltd prior to the employment of Robert John Mabbott as a Director of the company as from 7th June 1993, which appointment was confirmed by an Agreement dated 5th March 1994, and that the invention which was the subject of UK patent application No. 9405374.1 filed on March 18, 1994 was made and discovered by Robert John Mabbott in the period following the commencement of his employment.

Date: 19 March 1997



Signature

ALAN BRIAN PORTER

\_\_\_\_\_  
Director

\_\_\_\_\_  
Title

THIS AGREEMENT is made the 5<sup>th</sup>

day of March.

1994

B E T W E E N :-

(1) I.S.O. DEVELOPMENTS LIMITED

whose registered office is situate at Broadway Chambers Letchworth Hertfordshire SG6 3AD

(hereinafter called "the Company") and

(2) ROBERT JOHN MABBOTT

of 3 Lincoln Court Tennyson Road Bedford MK40 3OY

(hereinafter called "the Director")

WHEREBY IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

1.1 "Board" means the Board of Directors of the Company for the time being

1.2 "Intellectual Property" includes letters patent trade marks whether registered or unregistered designs utility models copyrights including design rights copyright applications for any of the foregoing and the right to apply for them in any part of the world discoveries creations inventions or improvements upon or additions to an invention confidential information know-how and any research effort relating to any business names whether registrable or not moral rights and any similar rights in any country

1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice-versa.

1.4 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment.

1.5 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

1.6 Any reference to the Director shall if appropriate include his personal representative

2. TERM OF EMPLOYMENT

*R. J. M.*

2.1 From the ~~first~~ <sup>Seventh</sup> day of ~~May~~ <sup>June</sup> 1993 the Company shall employ the Director and the Director shall serve the Company as Technical Director for an initial period of five (5) years ("the Initial Period") and thereafter for successive one year periods subject to determination as hereinafter provided

2.2 Either party may give notice to terminate the employment hereunder upon the expiry of the Initial Period or upon the expiry of each successive one year period by giving to the other not less than six (6) months' notice in writing such notice to expire at the end of either the Initial Period or each successive annual period

2.3 The Company shall be entitled to make a payment in lieu of notice. Any such payment in lieu of notice shall have PAYE tax and Class 1 National Insurance Contributions deducted at source.

3. DUTIES AND RESTRICTIONS DURING EMPLOYMENT

3.1 During his employment under this Agreement the Director shall devote his full time and attention to the business of the Company. He shall conform to and comply with all reasonable requests from time to time given to him by the Board in connection with the business of the Company and use all proper means in his power to maintain improve and extend the Company's business and further the reputation and interests thereof

3.2 The Director shall not be required to reside outside the United Kingdom but shall reside in such place in the United Kingdom as will enable him in the reasonable opinion of the Board to fulfil his duties hereunder efficiently

3.3 The Director shall work in any place within the United Kingdom which the Board may require for the proper performance and exercise of his duties and powers and he will be required to travel on the business of the Company both inside and outside the United Kingdom

3.4 The Director will perform none of the following acts without the express written consent of the Board:

- 3.4.1 Purchasing selling or mortgaging of property or other fixed assets
- 3.4.2 Arranging for the opening of lines of credit bank advance discounting overdraft facilities loans and financing; issuing accepting or endorsing cheques promissory notes drafts bills of exchange and other negotiable documents outside the ordinary course of business; engaging in forward exchange operations
- 3.4.3 Approving budgets relating to investments staff overheads or otherwise
- 3.4.4 Accepting credit facilities making loans providing or withdrawing guarantees or entering into agreements to indemnify
- 3.4.5 Participating in other firms or companies or setting up or dissolving of branches or new business activities
- 3.4.6 Selling leasing transferring mortgaging or pledging any part of the business of the Company
- 3.4.7 Entering into or determining contracts of employment for staff
- 3.4.8 Entering into contracts outside the ordinary course of business
- 3.4.9 Entering into or determining contracts relating to intellectual property
- 3.4.10 Acting outside the relevant annual budget of the Company

3.4.11 Approving the annual accounts of the Company

3.4.12 Entering into amending or determining contracts which must be disclosed to the relevant competition bodies in Europe

3.4.13 Instituting or compromising litigation proceedings (whether in a court of law or arbitration) other than normal debt collection

3.5 The Director shall not during his employment hereunder engage or be interested either directly or indirectly in any other business trade or profession otherwise than as a holder for investment purposes only of securities dealt in on a recognised stock exchange or on the unlisted securities market or third market not exceeding 5 per cent in normal value of the securities of that class except with the consent of the Board.

4. REMUNERATION

4.1 Salary

The remuneration of the Director shall be a fixed salary (which shall accrue from day to day) at the rate of £18,000 per year payable in arrear by equal monthly instalments on the last day of every month. The said salary shall be reviewed quarterly at the discretion of the Board.

4.2 Additional Sum

Subject to the unanimous approval of the Board of Directors of the Company an additional sum being (3%) three per cent of the pre tax profits of the Company in any year such percentage to be determined by the Board of Directors of the Company in its absolute discretion. For the purpose of this sub clause 'pre tax profits' shall mean the amount shown by the audited profit and loss accounts of the Company after all adjustments which the auditors consider necessary before making reserves for overseas taxation and for corporation tax or any tax which replaces or is substituted for it and before any extraordinary items (as defined by Standard Accounting Practice and on a consultant accounting basis).

5. HOLIDAYS

5.1 The Director shall be entitled in addition to the usual public holidays or other days in lieu thereof to 30 working days holidays in every year to be taken at such times and periods as shall be mutually agreed between the Board and the Director.

5.2 The holiday year shall run from 1st January to 31st December in each year and any holidays not taken within 3 calendar months of the end of the holiday year may not be carried forward to the subsequent year

5.3 On the cessation of the Director's employment for whatever reason

he shall be entitled to accrued holiday pay direct proportion to his length of service in the relevant twelve month period

#### 6. EXPENSES

The Director shall be reimbursed for all reasonable travel hotel entertaining and other expenses wholly exclusively and necessarily incurred by him on behalf of the Company in the execution of his duties hereunder upon production of properly receipted vouchers

#### 7. COMPANY CAR

7.1 The Company shall during the term of this Agreement provide the Director with a suitable motor car for his use in the business of the Company to be a vehicle to that of the other directors of the Company as from time to time shall be agreed by the directors of the Company and the Company shall (subject as hereinafter provided) pay the running expenses of such suitable motor car. The Director shall also be permitted to use the said motor car for his own private purpose and shall be responsible for all expenses incurred in connection with such private use. The said motor car shall at all times remain the property of the Company. The said motor car shall be replaced at such time as the Board deems fit.

7.2 The Director shall take good care of the said motor car and ensure that the provisions and conditions of any insurance policy relating to it are observed and shall return the car and its keys to the Company immediately upon the termination of his employment howsoever arising

#### 8. RESTRICTIVE COVENANTS

8.1 The Director shall not for a period of twelve months after the termination of this Agreement whether by effluxion of time or in any other way whatsoever canvas business (of the type carried out at the date of termination by the Company) on behalf of himself or of any other person or persons or company within the United Kingdom and Republic of Ireland from any person firm or company who at the date of termination is a customer or is in the habit of dealing with the Company except that if employed by another person firm or company ("the Employer") he shall be entitled to solicit business from any person firm or company who at the date of termination is a customer or is in the habit of dealing with the Employer.

8.2 The Director shall not for a period of one year after the termination of this Agreement whether by effluxion of time or in any other way whatsoever either on his own behalf or on behalf of any other person firm or company endeavour to entice away from the Company any person who is an employee of this Company

8.3 The Director agrees with the Company that the restrictions contained in this Clause 8 are reasonable and necessary for the protection of the business of the Company.

8.4 Each of the sub-clauses of this Clause shall be separate distinct and severable from each other.

#### 9. CONFIDENTIALITY OF PROPERTY

9.1 The Director shall not either during the continuance of this Agreement or thereafter except in the proper course of his duties hereunder either utilize or divulge directly or indirectly to any person or persons or company (and shall use his best endeavours to prevent the publication or disclosure of) any trade secret or confidential knowledge information and know-how concerning the business or finances of the Company which he may have acquired as the result of or in connection with his employment by the Company.

9.2 All property of the Company including memoranda notes records reports plates sketches plans or copies thereof or other documents which may be in the possession or under the control of the Director at the time of termination of his employment shall forthwith upon such termination or at any time during the course of his employment at the request of the Board be delivered by the Director to the Company. The Director shall not be entitled to the copyright in any such developments

#### 10. HOLDING OUT

The Director hereby undertakes that he will not after the determination of his employment hereunder whether as principal agent or employee use the name of the Company in connection with his own or any other name calculated to suggest that he is connected with the Company's business not in any way hold himself out as having any such connection.

#### 11. INVENTIONS

11.1 The parties foresee that the Director may make discover or create Intellectual Property in the course of his duties under this Agreement and agree that in this respect the Director has a special obligation to further the interests of the Company

11.2 Subject to the provisions of the Copyright Designs and Patents Act 1988 and the Patents Act 1977 if at any time during and in the course of his employment under this agreement the Director makes or discovers or participates in the making or discovery of any Intellectual Property relating to or capable of being used in the business for the time being carried on by the Company full details of the Intellectual Property shall immediately be communicated by him to the Company and such Intellectual

Property shall be absolute property of the Company. At the request and expense of the Company the Director shall give and supply all such information data drawings and assistance as may be requisite to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct

11.3 The Director irrevocably appoints the Company to be his attorney in his name and on his behalf to sign execute or do any such instrument or thing and generally to use his name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause and in favour of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case

11.4 If any intellectual Property created in the course of employment hereunder is not the property of the Company the Company shall subject to the provisions of the Copyright Designs and Patents Act 1988 and the Patents Act 1977 have the right to enquire for itself or its nominee the Director's rights in the Intellectual Property within 3 months after disclosure pursuant to clause 12.2 on fair and reasonable terms to be agreed or settled by a single arbitrator

11.5 Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made during and in the course of the Director's employment under this Agreement

## 12. SUMMARY TERMINATION OF EMPLOYMENT

The employment of the Director may be terminated by the Company without notice or payment in lieu of notice:-

12.1 If the Director is guilty of any gross default or misconduct in connection with or affecting the business of the Company or

12.2 In the event of any serious or repeated breach or non-observance by the Director of any of the stipulations contained in this Agreement or

12.3 If the Director becomes bankrupt or makes any composition or enters into any Deed of Arrangement with his creditors or

12.4 If the Director is convicted of any arrestable criminal offence (other than an offence under Road Traffic Legislation in the United Kingdom

or elsewhere for which a fine or non-custodial penalty is imposed) or  
12.5 If the Director is disqualified from holding office in another  
company in which he is concerned or interested because of wrongful trading  
under the Insolvency Act 1986 or

12.6 If the Director shall become of unsound mind or become a patient  
under the Mental Health Act 1983 or

12.7 If the Director is convicted of an offence under the Companies  
Securities (Insider Dealing) Act 1985 or under any other present or future  
statutory enactment or regulations relating to insider dealings or

12.8 If the Director resigns as a director of the Company otherwise  
than at the request of the Company

### 13. RESIGNATION FROM DIRECTORSHIP

Upon the termination by whatever means of this Agreement the Director  
shall at the request of the Company immediately resign from office as a  
director of the Company without claim for compensation and in the event  
of his failure so to do the Company is hereby irrevocably authorised to  
appoint some person in his name and on his behalf to sign and deliver such  
resignation of the Company

### 14. ILLNESS OR ACCIDENT

14.1 In respect of any period or periods of absence from work due to  
sickness or accident the Director shall be paid in accordance with the  
terms of this Agreement his full salary for a maximum of 2 months in any  
one period of 12 months and one half of his salary for a maximum of a further  
period of 3 months in any one period of 12 months.

14.2 The Director will be entitled to Statutory Sick Pay (SSP) from  
the Company in respect of qualifying periods of sickness absence of 4 or  
more consecutive days (or periods aggregating 4 or more days which are  
separated by not more than 56 days) subject to a maximum of 28 weeks in  
any three year period.

14.3 In the event of sickness or accident the Director must ensure  
that a telephone message is given to the Company as early as possible on  
the morning of the first normal working day

14.4 In respect of periods of sickness or accident of less than 8 days  
the Director will be required to provide the Company on the first day of  
his return to work with a self-certificated sickness report covering each  
day of disability whether or not a normal working day. Period of sickness  
or injury of 8 days or more must in any event be supported by a medical  
certificate

14.5 Every day is a qualifying day for the purposes of SSP except for

public holidays

14.6 Any SSP or State Sickness Benefit payable to the Director will be deducted from any payment to which he is entitled under Clause 14.1 hereof

14.7 If the Director is absent from work due to sickness or accident for more than 6 months in any one period of 12 months the Company shall be entitled to terminate this Agreement by giving to the Director not less than 6 months notice in writing

15. RECONSTRUCTION OR AMALGAMATION

If the Director shall have refused or failed to agree to accept employment offered to him on terms no less favourable to him than the terms in effect under this Agreement either by a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of the Company or which shall own or have agreed to acquire the whole or not less than ninety per centum of the equity share capital of the Company or by a subsidiary of such a company the Director shall have no claim against the Company by reason of the termination of this Agreement by the Company within one month after such refusal or failure to agree

16. NOTICES

Notices may be given by either party by recorded delivery letter or by facsimile transmission or telex message addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of the Director) his last known address and any such notice given by recorded delivery letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of the post and any such notice given by facsimile transmission or telex shall be deemed to have been given 24 hours after transmission provided that a correct answer back or other written confirmation of due transmission and receipt is received by the sender

17. PARTICULARS OF EMPLOYMENT

The information contained herein and Schedule (1) hereto constitutes a written statement of the terms of employment of the Director in compliance with the provisions of the Employment Protection (Consolidation) Act 1978

18. MISCELLANEOUS

18.1 The expiration or determination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter

18.2 This Agreement supersedes all or any previous agreements made between the Company and the Director

19. CHOICE OF LAW AND JURISDICTION

This Agreement is subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties hereto the day and year first above written

SCHEDULE 1

1. COMMENCEMENT OF PERIOD OF EMPLOYMENT

*R. R.*

1.1 Date of commencement of employment with the Company - 7 June 1993.

1.2 Any period of employment with a previous employer does not count as part of the Director's continuous period of employment with this Company.

2. HOURS OF WORK

The normal hours of work of the Company are 42½ hours per week (Monday to Friday) inclusive less one hour for lunch daily but the Director shall work such hours as are necessary for the proper performance of his duties without additional remuneration

SIGNED by ROBERT JOHN MABBOTT  
in the presence of

*R. J. Mabbott* 5th March 1994.

*M. J. Smith* 5.3.94

MARTYN JOHN SMITH  
16 EAST ST  
STANWICK  
NORTHANTS  
NN9 6PX

**DECLARATION OF FACTS RELATING TO  
CONCLUDED REFUSAL OF INVENTOR TO SIGN APPLICATION PAPERS  
AND PROOF OF PROPRIETARY INTEREST OF APPLICANTS**

In the matter of US national phase application filed with the United States Patent and Trademark Office on 16 June 1995, of International Patent Application no. PCT/GB93/02591 filed with the United Kingdom Patent Office on 17 December 1993 and claiming priority from United Kingdom Patent Application no. GB9227187.3 filed on 18 December 1992.

I, **Peter Anthony Oliver**, of The Hermitage, Corston, Malmesbury, Wiltshire, SN16 OHB, England, do hereby solemnly and sincerely declare as follows:-

- 1 I am a UK Registered Patent Attorney and European Patent Attorney and am employed by Beachcroft Stanleys, a firm of solicitors of 20 Furnival Street, London, EC4A 1BN, England. In my professional capacity as a patent attorney, I have been responsible for prosecuting UK patent application no. 9227187.3 and international patent application no. PCT/GB93/02591 which takes priority from the UK patent application. A copy of the front sheet of the publication of PCT/GB93/02591 is attached as **Exhibit 1**. A copy of the preliminary amendment as filed on entering the national phase before the United States Patent and Trademark Office (USPTO) is attached as **Exhibit 2**.
- 2 The original UK patent application no. 9227187.3, filed on 18 December 1992, from which the PCT application and the national phase US application claim priority, was filed in the name of the inventor and (then) applicant, Robert John Mabbott. On 23 January 1995 Mr Mabbott entered into an agreement to assign patent application GB9227187.3 to Alan Brian Porter and Anthony Eric Bygraves, in return for some

business debts of Mr Mabbott being settled by Mr Porter and Mr Bygraves, and in return for their investment in I.S.O. Developments Limited, of Sandy, Bedfordshire, for the purpose of exploiting the invention, the subject of the above UK patent application. A copy of that agreement is attached as **Exhibit 3**. On 26 January 1993 the assignment of the UK patent application GB9227187.3 was signed by Messrs. Mabbott, Porter and Bygraves and a copy of that assignment is attached as **Exhibit 4**. Neither of the documents forming **Exhibit 3** and **Exhibit 4** was prepared by Beachcroft Stanleys but I have been provided with copies of the documents for purposes of dealing with any assignment formalities.

- 3 During 1993, the applicants jointly considered overseas protection for the invention which was the subject of application GB9227187.3 and I advised on the requirements for so doing under the provisions of the Paris Convention and the Patent Co-operation Treaty. At that time, the applicants jointly considered the filing of a separate national United States patent application in order to expedite the obtaining of patent protection in the United States. At that time, I advised the applicants that under United States law, such an application, whenever it was made, could only be made in the name of the inventor and that therefore the right to make that application should be given to the inventor and that an assignment from the inventor to the then present applicants, Messrs Bygraves and Porter should be filed simultaneously with that US patent application, a practice which I understand to be the most usual before the USPTO where it is not the intention of the parties that the US patent should ultimately issue to the inventor(s). It was explained both to Messrs Bygraves and Porter and to Mr Mabbott that the right to file the US patent application would only be in respect of the right to apply and for the purpose of complying with US law and for no other purpose. This was clearly understood by all of the parties concerned, including Mr Mabbott. It was the intention of the parties that beneficial ownership of the patent application was to remain with Messrs. Bygraves and Porter for the time being as under the assignment referenced above as **Exhibit 4**, with the application and the other applications being ultimately assigned to Messrs. Bygraves and Porter. Such a grant back of the right to file only was subsequently prepared by another law firm in letter form, dated 12 October 1993, a copy of which is attached as **Exhibit 5**. The intention

of that grant back was as stated in this paragraph. It was subsequently decided to file an International Patent Application instead and this resulted in PCT/GB93/02591 being filed on 17 December 1995 claiming priority from GB9227187.3.

- 4 Between that time and the time when Messrs Bygraves and Porter decided that they would seek protection in the United States by entering the national phase in the United States from PCT/GB93/02591, Mr Mabbott left the employment of ISO Development Limited ("ISO") in circumstances which I know from meetings and telephone conversations which I have had with all three parties to have been less than harmonious.
- 5 PCT/GB93/02591 was due to enter the national phase in the USA on or before 18 June 1995. Prior to this, I had spoken with Mr Porter and Mr Bygraves concerning the requirements for Mr Mabbott to review the application as proposed for filing in the USA and to sign the appropriate Declaration, Power of Attorney and Assignment. I was aware that Mr Bygraves was going to telephone Mr Mabbott and on 13 June 1995 I received a call from Mr Mabbott whilst I was at my office. Although I asked him during the conversation whether he would commit to either signing or not signing the required documents, Mr Mabbott avoided providing a firm answer. A file note, prepared by me, of that conversation is attached as **Exhibit 6**.
- 6 On 15 June 1995, I telephoned Mr Mabbott on his mobile phone at 1050 am to try again to obtain an agreement or refusal from Mr Mabbott regarding the signature of the forms. During the conversation, in order to obtain his signature, I offered to travel to Oxford, England to meet with Mr Mabbott on the following day when he expected to be in that area but he was evasive and would not make a firm arrangement. A file note, prepared by me, of that conversation is attached as **Exhibit 7**.
- 7 Later on 15 June 1995 at 1150 am, I received a telephone call from Mr Mabbott on his mobile telephone. In this conversation he agreed to meet with me in the Oxford area on the following day to sign the documents but that he would have to call me back to arrange a time and place to meet as he was, at that time, in a meeting. He

arranged to call back in the afternoon of the same day. He did not. A file note, prepared by me, of that conversation is attached as **Exhibit 8**.

- 8 On the following day, 16 June 1995, the US national phase application of PCT/GB93/02591 was filed.
- 9 I have since received from Messrs. Porter and Bygraves information for my files which supports their continued attempts to obtain Mr Mabbott's signature on the required documents but those attempts have been unsuccessful. Their own Declarations are to be found accompanying this Declaration.
- 10 By virtue of Exhibits 3, 4 and 5 and the information contained in paragraph 3 of this Declaration I believe that Messrs. Porter and Bygraves can show a proprietary interest in the application in suit. This Declaration is accompanied by a Legal Memorandum prepared by me based on facts established in this Declaration and those Declarations of Messrs. Porter and Bygraves in support of their claim to such a proprietary interest.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardise the validity of the application or any patent issued thereon.

SIGNATURE .....

NAME: Peter Anthony Oliver

Declared at ..... London, England  
This ..... 9<sup>th</sup> day of ..... August ..... 1995

**Certificate Under 37 CFR 3.73(b)**

Applicant: Robert John Mabbott  
Application No.: 08/716360 Filed: September 17, 1996

Entitled: TRANSFER MATERIALS

ISO Developments Ltd.,  
(Name of Assignee) British limited liability company,  
(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_, Frame \_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Robert John Mabbott To: ISO Developments Ltd.. The document was recorded in the Patent and Trademark Office at Reel \_\_\_, Frame \_\_\_, or for which a copy thereof is attached.

2. From: \_\_\_\_\_ To: \_\_\_\_\_. The document was recorded in the Patent and Trademark Office at Reel \_\_\_, Frame \_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_. The document was recorded in the Patent and Trademark Office at Reel \_\_\_, Frame \_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

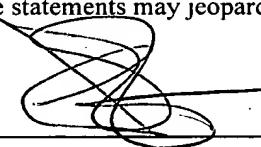
Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 19 March 1997

  
Signature

ALAN BRIAN PORTER  
Typed or printed name

Director  
Title

THIS AGREEMENT is made the 5<sup>th</sup>

day of March.

1994

B E T W E E N :-

(1) I.S.O. DEVELOPMENTS LIMITED

whose registered office is situate at Broadway Chambers Letchworth Hertfordshire SG6 3AD

(hereinafter called "the Company") and

(2) ROBERT JOHN MABBOTT

of 3 Lincoln Court Tennyson Road Bedford MK40 3OY

(hereinafter called "the Director")

WHEREBY IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

1.1 "Board" means the Board of Directors of the Company for the time being

1.2 "Intellectual Property" includes letters patent trade marks whether registered or unregistered designs utility models copyrights including design rights copyright applications for any of the foregoing and the right to apply for them in any part of the world discoveries creations inventions or improvements upon or additions to an invention confidential information know-how and any research effort relating to any business names whether registrable or not moral rights and any similar rights in any country

1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice-versa.

1.4 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment.

1.5 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

1.6 Any reference to the Director shall if appropriate include his personal representative

2. TERM OF EMPLOYMENT

2.1 From the ~~first~~ <sup>SEVENTH</sup> day of ~~May~~ <sup>JUNE</sup> 1993 the Company shall employ the Director and the Director shall serve the Company as Technical Director for an initial period of five (5) years ("the Initial Period") and thereafter for successive one year periods subject to determination as hereinafter provided

2.2 Either party may give notice to terminate the employment hereunder upon the expiry of the Initial Period or upon the expiry of each successive one year period by giving to the other not less than six (6) months' notice in writing such notice to expire at the end of either the Initial Period or each successive annual period

2.3 The Company shall be entitled to make a payment in lieu of notice. Any such payment in lieu of notice shall have PAYE tax and Class 1 National Insurance Contributions deducted at source.

3. DUTIES AND RESTRICTIONS DURING EMPLOYMENT

3.1 During his employment under this Agreement the Director shall devote his full time and attention to the business of the Company. He shall conform to and comply with all reasonable requests from time to time given to him by the Board in connection with the business of the Company and use all proper means in his power to maintain improve and extend the Company's business and further the reputation and interests thereof

3.2 The Director shall not be required to reside outside the United Kingdom but shall reside in such place in the United Kingdom as will enable him in the reasonable opinion of the Board to fulfil his duties hereunder efficiently

3.3 The Director shall work in any place within the United Kingdom which the Board may require for the proper performance and exercise of his duties and powers and he will be required to travel on the business of the Company both inside and outside the United Kingdom

3.4 The Director will perform none of the following acts without the express written consent of the Board:

3.4.1 Purchasing selling or mortgaging of property or other fixed assets

3.4.2 Arranging for the opening of lines of credit bank advance discounting overdraft facilities loans and financing; issuing accepting or endorsing cheques promissory notes drafts bills of exchange and other negotiable documents outside the ordinary course of business; engaging in forward exchange operations

3.4.3 Approving budgets relating to investments staff overheads or otherwise

3.4.4 Accepting credit facilities making loans providing or withdrawing guarantees or entering into agreements to indemnify

3.4.5 Participating in other firms or companies or setting up or dissolving of branches or new business activities

3.4.6 Selling leasing transferring mortgaging or pledging any part of the business of the Company

3.4.7 Entering into or determining contracts of employment for staff

3.4.8 Entering into contracts outside the ordinary course of business

3.4.9 Entering into or determining contracts relating to intellectual property

3.4.10 Acting outside the relevant annual budget of the Company

3.4.11 Approving the annual accounts of the Company

3.4.12 Entering into amending or determining contracts which must be disclosed to the relevant competition bodies in Europe

3.4.13 Instituting or compromising litigation proceedings (whether in a court of law or arbitration) other than normal debt collection

3.5 The Director shall not during his employment hereunder engage or be interested either directly or indirectly in any other business trade or profession otherwise than as a holder for investment purposes only of securities dealt in on a recognised stock exchange or on the unlisted securities market or third market not exceeding 5 per cent in normal value of the securities of that class except with the consent of the Board.

4. REMUNERATION

4.1 Salary

The remuneration of the Director shall be a fixed salary (which shall accrue from day to day) at the rate of £18,000 per year payable in arrear by equal monthly instalments on the last day of every month. The said salary shall be reviewed quarterly at the discretion of the Board.

4.2 Additional Sum

Subject to the unanimous approval of the Board of Directors of the Company an additional sum being (3%) three per cent of the pre tax profits of the Company in any year such percentage to be determined by the Board of Directors of the Company in its absolute discretion. For the purpose of this sub clause 'pre tax profits' shall mean the amount shown by the audited profit and loss accounts of the Company after all adjustments which the auditors consider necessary before making reserves for overseas taxation and for corporation tax or any tax which replaces or is substituted for it and before any extraordinary items (as defined by Standard Accounting Practice and on a consultant accounting basis).

5. HOLIDAYS

5.1 The Director shall be entitled in addition to the usual public holidays or other days in lieu thereof to 30 working days holidays in every year to be taken at such times and periods as shall be mutually agreed between the Board and the Director.

5.2 The holiday year shall run from 1st January to 31st December in each year and any holidays not taken within 3 calendar months of the end of the holiday year may not be carried forward to the subsequent year

5.3 On the cessation of the Director's employment for whatever reason

he shall be entitled to accrued holiday pay on direct proportion to his length of service in the relevant twelve month period

#### 6. EXPENSES

The Director shall be reimbursed for all reasonable travel hotel entertaining and other expenses wholly exclusively and necessarily incurred by him on behalf of the Company in the execution of his duties hereunder upon production of properly receipted vouchers

#### 7. COMPANY CAR

7.1 The Company shall during the term of this Agreement provide the Director with a suitable motor car for his use in the business of the Company to be a vehicle <sup>similar in value to</sup> that of the other directors of the Company as from time to time shall be agreed by the directors of the Company and the Company shall (subject as hereinafter provided) pay the running expenses of such suitable motor car. The Director shall also be permitted to use the said motor car for his own private purpose and shall be responsible for all expenses incurred in connection with such private use. The said motor car shall at all times remain the property of the Company. The said motor car shall be replaced at such time as the Board deems fit.

7.2 The Director shall take good care of the said motor car and ensure that the provisions and conditions of any insurance policy relating to it are observed and shall return the car and its keys to the Company immediately upon the termination of his employment howsoever arising

#### 8. RESTRICTIVE COVENANTS

8.1 The Director shall not for a period of twelve months after the termination of this Agreement whether by effluxion of time or in any other way whatsoever canvas business (of the type carried out at the date of termination by the Company) on behalf of himself or of any other person or persons or company within the United Kingdom and Republic of Ireland from any person firm or company who at the date of termination is a customer or is in the habit of dealing with the Company except that if employed by another person firm or company ("the Employer") he shall be entitled to solicit business from any person firm or company who at the date of termination is a customer or is in the habit of dealing with the Employer.

8.2 The Director shall not for a period of one year after the termination of this Agreement whether by effluxion of time or in any other way whatsoever either on his own behalf or on behalf of any other person firm or company endeavour to entice away from the Company any person who is an employee of this Company

8.3 The Director agrees with the Company that the restrictions contained in this Clause 8<sup>ARE</sup> reasonable and necessary for the protection of the business of the Company.

8.4 Each of the sub-clauses of this Clause shall be separate distinct and severable from each other.

#### 9. CONFIDENTIALITY OF PROPERTY

9.1 The Director shall not either during the continuance of this Agreement or thereafter except in the proper course of his duties hereunder either utilize or divulge directly or indirectly to any person or persons or company (and shall use his best endeavours to prevent the publication or disclosure of) any trade secret or confidential knowledge information and know-how concerning the business or finances of the Company which he may have acquired as the result of or in connection with his employment by the Company.

9.2 All property of the Company including memoranda notes records reports plates sketches plans or copies thereof or other documents which may be in the possession or under the control of the Director at the time of termination of his employment shall forthwith upon such termination or at any time during the course of his employment at the request of the Board be delivered by the Director to the Company. The Director shall not be entitled to the copyright in any such developments

#### 10. HOLDING OUT

The Director hereby undertakes that he will not after the determination of his employment hereunder whether as principal agent or employee use the name of the Company in connection with his own or any other name calculated to suggest that he is connected with the Company's business not in any way hold himself out as having any such connection.

#### 11. INVENTIONS

11.1 The parties foresee that the Director may make discover or create Intellectual Property in the course of his duties under this Agreement and agree that in this respect the Director has a special obligation to further the interests of the Company

11.2 Subject to the provisions of the Copyright Designs and Patents Act 1988 and the Patents Act 1977 if at any time during and in the course of his employment under this agreement the Director makes or discovers or participates in the making or discovery of any Intellectual Property relating to or capable of being used in the business for the time being carried on by the Company full details of the Intellectual Property shall immediately be communicated by him to the Company and such Intellectual

Property shall be the absolute property of the Company. At the request and expense of the Company the Director shall give and supply all such information data drawings and assistance as may be requisite to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct

11.3 The Director irrevocably appoints the Company to be his attorney in his name and on his behalf to sign execute or do any such instrument or thing and generally to use his name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause and in favour of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case

11.4 If any intellectual Property created in the course of employment hereunder is not the property of the Company the Company shall subject to the provisions of the Copyright Designs and Patents Act 1988 and the Patents Act 1977 have the right to enquire for itself or its nominee the Director's rights in the Intellectual Property within 3 months after disclosure pursuant to clause 12.2 on fair and reasonable terms to be agreed or settled by a single arbitrator

11.5 Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made during and in the course of the Director's employment under this Agreement

## 12. SUMMARY TERMINATION OF EMPLOYMENT

The employment of the Director may be terminated by the Company without notice or payment in lieu of notice:-

12.1 If the Director is guilty of any gross default or misconduct in connection with or affecting the business of the Company or

12.2 In the event of any serious or repeated breach or non-observance by the Director of any of the stipulations contained in this Agreement or

12.3 If the Director becomes bankrupt or makes any composition or enters into any Deed of Arrangement with his creditors or

12.4 If the Director is convicted of any arrestable criminal offence (other than an offence under Road Traffic Legislation in the United Kingdom

or elsewhere for which a fine or non-custodial penalty is imposed) or  
12.5 If the Director is disqualified from holding office in another company in which he is concerned or interested because of wrongful trading under the Insolvency Act 1986 or

12.6 If the Director shall become of unsound mind or become a patient under the Mental Health Act 1983 or

12.7 If the Director is convicted of an offence under the Companies Securities (Insider Dealing) Act 1985 or under any other present or future statutory enactment or regulations relating to insider dealings or

12.8 If the Director resigns as a director of the Company otherwise than at the request of the Company

### 13. RESIGNATION FROM DIRECTORSHIP

Upon the termination by whatever means of this Agreement the Director shall at the request of the Company immediately resign from office as a director of the Company without claim for compensation and in the event of his failure so to do the Company is hereby irrevocably authorised to appoint some person in his name and on his behalf to sign and deliver such resignation of the Company

### 14. ILLNESS OR ACCIDENT

14.1 In respect of any period or periods of absence from work due to sickness or accident the Director shall be paid in accordance with the terms of this Agreement his full salary for a maximum of 2 months in any one period of 12 months and one half of his salary for a maximum of a further period of 3 months in any one period of 12 months.

14.2 The Director will be entitled to Statutory Sick Pay (SSP) from the Company in respect of qualifying periods of sickness absence of 4 or more consecutive days (or periods aggregating 4 or more days which are separated by not more than 56 days) subject to a maximum of 28 weeks in any three year period.

14.3 In the event of sickness or accident the Director must ensure that a telephone message is given to the Company as early as possible on the morning of the first normal working day

14.4 In respect of periods of sickness or accident of less than 8 days the Director will be required to provide the Company on the first day of his return to work with a self-certificated sickness report covering each day of disability whether or not a normal working day. Period of sickness or injury of 8 days or more must in any event be supported by a medical certificate

14.5 Every day is a qualifying day for the purposes of SSP except for

public holidays

14.6 Any SSP or State Sickness Benefit payable to the Director will be deducted from any payment to which he is entitled under Clause 14.1 hereof

14.7 If the Director is absent from work due to sickness or accident for more than 6 months in any one period of 12 months the Company shall be entitled to terminate this Agreement by giving to the Director not less than 6 months notice in writing

15. RECONSTRUCTION OR AMALGAMATION

If the Director shall have refused or failed to agree to accept employment offered to him on terms no less favourable to him than the terms in effect under this Agreement either by a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of the Company or which shall own or have agreed to acquire the whole or not less than ninety per centum of the equity share capital of the Company or by a subsidiary of such a company the Director shall have no claim against the Company by reason of the termination of this Agreement by the Company within one month after such refusal or failure to agree

16. NOTICES

Notices may be given by either party by recorded delivery letter or by facsimile transmission or telex message addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of the Director) his last known address and any such notice given by recorded delivery letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of the post and any such notice given by facsimile transmission or telex shall be deemed to have been given 24 hours after transmission provided that a correct answer back or other written confirmation of due transmission and receipt is received by the sender

17. PARTICULARS OF EMPLOYMENT

The information contained herein and Schedule (1) hereto constitutes a written statement of the terms of employment of the Director in compliance with the provisions of the Employment Protection (Consolidation) Act 1978

18. MISCELLANEOUS

18.1 The expiration or determination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter

18.2 This Agreement supersedes all or any previous agreements made between the Company and the Director

19. CHOICE OF LAW AND JURISDICTION

This Agreement is subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties hereto the day and year first above written

SCHEDULE 1

1. COMMENCEMENT OF PERIOD OF EMPLOYMENT

1.1 Date of commencement of employment with the Company - 7 June 1993.

1.2 Any period of employment with a previous employer does not count as part of the Director's continuous period of employment with this Company.

2. HOURS OF WORK

The normal hours of work of the Company are 42½ hours per week (Monday to Friday) inclusive less one hour for lunch daily but the Director shall work such hours as are necessary for the proper performance of his duties without additional remuneration

SIGNED by ROBERT JOHN MABBOTT  
in the presence of

*Robert John Mabbott* 5th March 1994.

*M. J. Smith* 5.3.94

MARTYN JOHN SMITH  
16 EAST ST  
STANWICK  
NORTHANTS  
NN9 6PX

Patent  
Attorney Docket No. 16286.702

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of: Robert John Mabbott

For: Transfer Materials

the specification of which:

- is attached hereto.
- x was filed on September 17, 1996 as Application No. 08/716360 and was amended on September 17, 1996 (if applicable).
- x was described and claimed in International Application No. PCT/GB95/00601 filed on March 17, 1995

**DECLARATION OF LAW**

I. I,

Roger B. Thomson \_\_\_\_\_ Name of declarant

324 Norton Way South, Letchworth, Hertfordshire SG6 1TA, England  
Residing at

declare that I am a United Kingdom chartered patent attorney and a European patent attorney and am familiar with the law of England relating to the ownership of intellectual property rights.

II. With respect to the proprietary interest asserted in this invention by

ISO DEVELOPMENTS, LTD.  
19A London Road,  
Sandy, Bedfordshire, SG19 1HA  
England

I have studied the declarations filed in this application with respect to the facts by the following individual(s):

ALAN BRIAN PORTER

(*type or print name of declarant(s)*)

*NOTE: Add names of any further declarant(s) submitting facts to the PTO upon which the legal conclusion is based.*

III. By the weight of authority in the courts of England and Wales

title of this invention would be awarded to

ISO DEVELOPMENTS LTD.

(*type or print person or entity asserting a proprietary interest*)

My reasons for reaching this conclusion are set forth below :

An application for a United States patent was filed on September 17, 1995 as application Serial No. 08/716360. This application was based on and took priority from International Patent Application No. PCT/GB95/00601 filed on March 17, 1995. This International application was itself based on UK patent application 9405374.1 filed on March 18, 1994 in the name of ISO Developments Ltd.

That UK patent application 9405374.1 named Robert John Mabbott as the sole inventor, with ISO Developments Ltd being entitled to the invention by virtue of his employment by the company. A copy of the UK application form (Form 1/77) and of the Statement of Inventorship (Form 7/77) are appended to this Memorandum..

Attached to this Memorandum is a copy of an Agreement between ISO Developments Ltd and Robert John Mabbott. The Agreement is dated March 5, 1994 and refers to the employment of Robert John Mabbott from June 7, 1993. It is clear therefore that at the date of filing of the UK patent application 9405374.1 Mr Mabbott was an employee of ISO Developments Ltd.

Section 11 of the Agreement deals with inventions made by the Director, namely Robert John Mabbott. The clauses state quite unambiguously that any invention made by him shall be the absolute property of the Company.

The Agreement refers in Clause 11.2 to the obtaining of patent protection in such parts of the world as may be specified by the Company and for vesting the same in the Company. Consequently, the UK patent application and the International patent application were both properly filed in the name of ISO Developments Ltd.

Specifically, by Clause 11.3, the Director (Robert John Mabbott) gives the Company full power of attorney to sign any document for the purpose of giving the Company the benefit of any inventions.

Section 39 of the UK Patents Act 1977 (a copy of which is attached) makes it quite clear that even in the absence of the aforesaid Agreement the rights in the invention would belong to ISO Developments Ltd. because Robert John Mabbott as a Director of the Company had a special obligation to further the interests of the Company.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 19 March 1997



*(Signature of patent attorney making this declaration)*

Roger Bruce Thomson  
Chartered Patent Attorney  
European Patent Attorney

## PART I, SECTION 38]

within two months from the date of the order if made by an old proprietor and four months if made by a former licensee. These periods are, however, extensible at the Comptroller's discretion under rule 110(1), for which see para. 123.36. Since the request is to be made directly to the new proprietor, no form is specified for the request. Nor is it required that the Comptroller be notified of the request, though it may be prudent to do so, but the request would then become of public record on the file of the patent. Rule 57 is analogous to rule 9 (reprinted at para. 8.04 and discussed in para. 11.05).

Any reference to the Comptroller, either by the new proprietor or the person seeking a licence, is to be made on PF 2/77 (reprinted at para. 140.02) under rule 58 (reprinted at para. 38.03). This rule is analogous to rule 13 (reprinted at para. 11.02 and discussed in para. 11.06).

### *Employees' inventions [Sections 39-43]*

39.01

## SECTION 39

### Right to employees' inventions

39.—(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if—

- (a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or
- (b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done—

- (a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or
- (b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

*Note.* Subsection (3) was inserted by Schedule 5, para. 11(1) [1988], with effect from January 7, 1991 (S.I. 1990 No. 2168).

Your reference

PAO/SJH/56616

**Notes**

Please type, or write in dark ink using CAPITAL letters. A prescribed fee is payable for a request for grant of a patent. For details, please contact the Patent Office (telephone 071-829 6910).

Rule 16 of the Patents Rules 1990 is the main rule governing the completion and filing of this form.

**②** Do not give trading styles, for example, 'Trading as XYZ company', nationality or former names, for example, 'formerly (known as) ABC Ltd' as these are not required.

**Warning**  
After an application for a Patent has been filed, the Comptroller of the Patent Office will consider whether publication or communication of the invention should be prohibited or restricted under Section 22 of the Patents Act 1977 and will inform the applicant if such prohibition or restriction is necessary. Applicants resident in the United Kingdom are also reminded that under Section 23, applications may not be filed abroad without written permission unless an application has been filed not less than 6 weeks previously in the United Kingdom for a patent for the same invention and either no direction prohibiting publication or communication has been given, or any such direction revoked.



## Request for grant of a Patent Form 1/77

Patents Act 1977

### ① Title of invention

1 Please give the title of the invention

TRANSFER MATERIALS

### ② Applicant's details

First or only applicant

2a If you are applying as a corporate body please give:

Corporate name ISO DEVELOPMENTS LIMITED

Country (and State of incorporation, if appropriate)

ENGLAND

2b If you are applying as an individual or one of a partnership please give in full:

Surname

Forenames

2c In all cases, please give the following details:

Address MAGNOLIA HOUSE  
18 MARKET SQUARE  
SANDY  
BEDFORDSHIRE

UK postcode (if applicable) SG19 1LA

Country

ADP number (if known)

**2d, 2e and 2f:** If there are further applicants please provide details on a separate sheet of paper.

**Second applicant (if any)**

2d If you are applying as a corporate body please give:  
Corporate name

Country (and State  
of incorporation, if  
appropriate)

2e If you are applying as an individual or one of a partnership please give in full:

Surname

Forenames

2f **In all cases**, please give the following details:

Address

UK postcode  
(if applicable)

Country

ADP number  
(if known)

**③ An address for service in the United Kingdom must be supplied**

Please mark correct box

**③ Address for service details**

3a Have you appointed an agent to deal with your application?

Yes  No  **go to 3b**

*please give details below*

Agent's name OLIVER PETER ANTHONY

Agent's address BEACHCROFT STANLEYS  
20 FURNIVAL STREET  
LONDON

Postcode EC4A 1BN

Agent's ADP  
number 0568263001

**3b:** If you have appointed an agent, all correspondence concerning your application will be sent to the agent's United Kingdom address.

Name

Address

Postcode

ADP number  
(if known)

Daytime telephone  
number (if available)

**④ Reference number**

4 Agent's or applicant's reference number (if applicable)

PAO/SJH/56616

**⑤ Claiming an earlier application date**

5 Are you claiming that this application be treated as having been filed on the date of filing of an earlier application?

Please mark correct box

Yes  No 

please give details below

number of earlier application or patent number

filing date

(day month year)

and the Section of the Patents Act 1977 under which you are claiming:

15(4) (Divisional)  8(3)  12(6)  37(4) 

Please mark correct box

⑥ If you are declaring priority from a PCT Application please enter 'PCT' as the country and enter the country code (for example, GB) as part of the application number.

Please give the date in all number format, for example, 31/05/90 for 31 May 1990.

**⑥ Declaration of priority**

6 If you are declaring priority from previous application(s), please give:

Country of filing	Priority application number (if known)	Filing date (day, month, year)

7 The answer must be 'No' if  
any applicant is not an inventor  
there is an inventor who is not an  
applicant, or  
any applicant is a corporate body.

8 Please supply duplicates of  
claim(s), abstract, description and  
drawing(s).

Please mark correct box(es)

9 You or your appointed agent (see  
Rule 90 of the Patents Rules 1990)  
must sign this request.

Please sign here ➔

A completed fee sheet should  
preferably accompany the fee.

## 7 Inventorship

7 Are you (the applicant or applicants) the sole inventor or the joint inventors?

Please mark correct box

Yes  No  ➔ A Statement of Inventorship on Patents  
Form 7/77 will need to be filed (see Rule 15).

## 8 Checklist

8a Please fill in the number of sheets for each of the following types of  
document contained in this application.

Continuation sheets for this Patents Form 1/77

0

Claim(s) 0

18

Abstract 0

1

8b Which of the following documents also accompanies the application?

Priority documents (please state how many)

Translation(s) of Priority documents (please state how many)

Patents Form 7/77 – Statement of Inventorship and Right to Grant  
(please state how many)

2

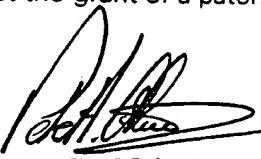
Patents Form 9/77 – Preliminary Examination/Search

Patents Form 10/77 – Request for Substantive Examination

## 9 Request

I/We request the grant of a patent on the basis of this application.

Signed



Peter A Oliver

Date 18 March 1994  
(day month year)

Please return the completed form, attachments and duplicates  
where requested, together with the prescribed fee to:

The Comptroller  
The Patent Office  
State House  
66-71 High Holborn  
London  
WC1R 4TP

For official use

Your reference

PAO/SJH/56616

**Notes**

*Please type, or write in dark ink using CAPITAL letters.*

*No fee is required with this form.*

*Rule 15 of the Patents Rules 1990 is the main rule governing the completion and filing of this form.*

*If you do not have enough space please use a separate sheet of paper.*

*When an application does not declare priority at all, or declares priority from an earlier UK application, sufficient additional copies of this form must be supplied to enable the Comptroller to send one to each inventor who is not an applicant.*

**The  
Patent  
Office**

## **Statement of inventorship and of right to grant of a Patent**

### **Form 7/77**

**Patents Act 1977**

#### **① Application details**

1a Please give the patent application number (if known):

1b Please give the full name(s) of the applicant(s):

ISO DEVELOPMENTS LIMITED

#### **② Title of invention**

2 Please give the title of the invention:

TRANSFER MATERIALS

#### **③ Derivation of right**

3 Please state how the applicant(s) derive(s) the right to be granted a patent:

AS EMPLOYER

#### **④ Declaration**

4 I believe the person(s) named overleaf (and on any supplementary copies of this form) to be the inventor(s) of the invention for which the patent application has been made. I consent to the disclosure of the details contained in this form to each inventor named.

**Please sign here** ➔

Signed

  
Peter A Oliver

Date 18 March 1994  
(day month year)

**Please turn over** ➔

Please put the full name(s) and address(s) of the inventors in the box below:

Please underline the surnames or family names.

**Robert John Mabbott**  
3 Lincoln Court  
Tennyson Road  
BEDFORD  
MK40 2UX

A citizen of the United Kingdom

ADP number (if known):

ADP number (if known):

Please give the names of any further inventors on the back of another form 7/77 and attach it to this form.

### ***Reminder***

Have you signed the declaration  
below?

ADP number (if known):

THIS AGREEMENT is made the 5<sup>th</sup>

day of March.

1994

B E T W E E N :-

(1) I.S.O. DEVELOPMENTS LIMITED

whose registered office is situate at Broadway Chambers Letchworth Hertfordshire SG6 3AD

(hereinafter called "the Company") and

(2) ROBERT JOHN MABBOTT

of 3 Lincoln Court Tennyson Road Bedford MK40 3OY

(hereinafter called "the Director")

WHEREBY IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

1.1 "Board" means the Board of Directors of the Company for the time being

1.2 "Intellectual Property" includes letters patent trade marks whether registered or unregistered designs utility models copyrights including design rights copyright applications for any of the foregoing and the right to apply for them in any part of the world discoveries creations inventions or improvements upon or additions to an invention confidential information know-how and any research effort relating to any business names whether registrable or not moral rights and any similar rights in any country

1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice-versa.

1.4 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment.

1.5 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

1.6 Any reference to the Director shall if appropriate include his personal representative

2. TERM OF EMPLOYMENT

2.1 From the ~~first~~ <sup>Seventh</sup> day of ~~May~~ <sup>June</sup> 1993 the Company shall employ the Director and the Director shall serve the Company as Technical Director for an initial period of five (5) years ("the Initial Period") and thereafter for successive one year periods subject to determination as hereinafter provided

2.2 Either party may give notice to terminate the employment hereunder upon the expiry of the Initial Period or upon the expiry of each successive one year period by giving to the other not less than six (6) months' notice in writing such notice to expire at the end of either the Initial Period or each successive annual period

2.3 The Company shall be entitled to make a payment in lieu of notice. Any such payment in lieu of notice shall have PAYE tax and Class 1 National Insurance Contributions deducted at source.

3. DUTIES AND RESTRICTIONS DURING EMPLOYMENT

3.1 During his employment under this Agreement the Director shall devote his full time and attention to the business of the Company. He shall conform to and comply with all reasonable requests from time to time given to him by the Board in connection with the business of the Company and use all proper means in his power to maintain improve and extend the Company's business and further the reputation and interests thereof

3.2 The Director shall not be required to reside outside the United Kingdom but shall reside in such place in the United Kingdom as will enable him in the reasonable opinion of the Board to fulfil his duties hereunder efficiently

3.3 The Director shall work in any place within the United Kingdom which the Board may require for the proper performance and exercise of his duties and powers and he will be required to travel on the business of the Company both inside and outside the United Kingdom

3.4 The Director will perform none of the following acts without the express written consent of the Board:

3.4.1 Purchasing selling or mortgaging of property or other fixed assets

3.4.2 Arranging for the opening of lines of credit bank advance discounting overdraft facilities loans and financing; issuing accepting or endorsing cheques promissory notes drafts bills of exchange and other negotiable documents outside the ordinary course of business; engaging in forward exchange operations

3.4.3 Approving budgets relating to investments staff overheads or otherwise

3.4.4 Accepting credit facilities making loans providing or withdrawing guarantees or entering into agreements to indemnify

3.4.5 Participating in other firms or companies or setting up or dissolving of branches or new business activities

3.4.6 Selling leasing transferring mortgaging or pledging any part of the business of the Company

3.4.7 Entering into or determining contracts of employment for staff

3.4.8 Entering into contracts outside the ordinary course of business

3.4.9 Entering into or determining contracts relating to intellectual property

3.4.10 Acting outside the relevant annual budget of the Company

3.4.11 Approving the annual accounts of the Company

3.4.12 Entering into amending or determining contracts which must be disclosed to the relevant competition bodies in Europe

3.4.13 Instituting or compromising litigation proceedings (whether in a court of law or arbitration) other than normal debt collection

3.5 The Director shall not during his employment hereunder engage or be interested either directly or indirectly in any other business trade or profession otherwise than as a holder for investment purposes only of securities dealt in on a recognised stock exchange or on the unlisted securities market or third market not exceeding 5 per cent in normal value of the securities of that class except with the consent of the Board.

4. REMUNERATION

4.1 Salary

The remuneration of the Director shall be a fixed salary (which shall accrue from day to day) at the rate of £18,000 per year payable in arrear by equal monthly instalments on the last day of every month. The said salary shall be reviewed quarterly at the discretion of the Board.

4.2 Additional Sum

Subject to the unanimous approval of the Board of Directors of the Company an additional sum being (3%) three per cent of the pre tax profits of the Company in any year such percentage to be determined by the Board of Directors of the Company in its absolute discretion. For the purpose of this sub clause 'pre tax profits' shall mean the amount shown by the audited profit and loss accounts of the Company after all adjustments which the auditors consider necessary before making reserves for overseas taxation and for corporation tax or any tax which replaces or is substituted for it and before any extraordinary items (as defined by Standard Accounting Practice and on a consultant accounting basis).

5. HOLIDAYS

5.1 The Director shall be entitled in addition to the usual public holidays or other days in lieu thereof to 30 working days holidays in every year to be taken at such times and periods as shall be mutually agreed between the Board and the Director.

5.2 The holiday year shall run from 1st January to 31st December in each year and any holidays not taken within 3 calendar months of the end of the holiday year may not be carried forward to the subsequent year

5.3 On the cessation of the Director's employment for whatever reason

he shall be entitled to accrued holiday pay on direct proportion to his length of service in the relevant twelve month period

#### 6. EXPENSES

The Director shall be reimbursed for all reasonable travel hotel entertaining and other expenses wholly exclusively and necessarily incurred by him on behalf of the Company in the execution of his duties hereunder upon production of properly receipted vouchers

#### 7. COMPANY CAR

7.1 The Company shall during the term of this Agreement provide the Director with a suitable motor car for his use in the business of the Company to be a vehicle <sup>of similar in value as</sup> to that of the other directors of the Company as from time to time shall be agreed by the directors of the Company and the Company shall (subject as hereinafter provided) pay the running expenses of such suitable motor car. The Director shall also be permitted to use the said motor car for his own private purpose and shall be responsible for all expenses incurred in connection with such private use. The said motor car shall at all times remain the property of the Company. The said motor car shall be replaced at such time as the Board deems fit.

7.2 The Director shall take good care of the said motor car and ensure that the provisions and conditions of any insurance policy relating to it are observed and shall return the car and its keys to the Company immediately upon the termination of his employment howsoever arising

#### 8. RESTRICTIVE COVENANTS

8.1 The Director shall not for a period of twelve months after the termination of this Agreement whether by effluxion of time or in any other way whatsoever canvas business (of the type carried out at the date of termination by the Company) on behalf of himself or of any other person or persons or company within the United Kingdom and Republic of Ireland from any person firm or company who at the date of termination is a customer or is in the habit of dealing with the Company except that if employed by another person firm or company ("the Employer") he shall be entitled to solicit business from any person firm or company who at the date of termination is a customer or is in the habit of dealing with the Employer.

8.2 The Director shall not for a period of one year after the termination of this Agreement whether by effluxion of time or in any other way whatsoever either on his own behalf <sup>or on behalf of</sup> of any other person firm or company endeavour to entice away from the Company any person who is an employee of this Company

8.3 The Director agrees with the Company that the restrictions contained in this Clause 8 are reasonable and necessary for the protection of the business of the Company.

8.4 Each of the sub-clauses of this Clause shall be separate distinct and severable from each other.

#### 9. CONFIDENTIALITY OF PROPERTY

9.1 The Director shall not either during the continuance of this Agreement or thereafter except in the proper course of his duties hereunder either utilize or divulge directly or indirectly to any person or persons or company (and shall use his best endeavours to prevent the publication or disclosure of) any trade secret or confidential knowledge information and know-how concerning the business or finances of the Company which he may have acquired as the result of or in connection with his employment by the Company.

9.2 All property of the Company including memoranda notes records reports plates sketches plans or copies thereof or other documents which may be in the possession or under the control of the Director at the time of termination of his employment shall forthwith upon such termination or at any time during the course of his employment at the request of the Board be delivered by the Director to the Company. The Director shall not be entitled to the copyright in any such developments

#### 10. HOLDING OUT

The Director hereby undertakes that he will not after the determination of his employment hereunder whether as principal agent or employee use the name of the Company in connection with his own or any other name calculated to suggest that he is connected with the Company's business not in any way hold himself out as having any such connection.

#### 11. INVENTIONS

11.1 The parties foresee that the Director may make discover or create Intellectual Property in the course of his duties under this Agreement and agree that in this respect the Director has a special obligation to further the interests of the Company

11.2 Subject to the provisions of the Copyright Designs and Patents Act 1988 and the Patents Act 1977 if at any time during and in the course of his employment under this agreement the Director makes or discovers or participates in the making or discovery of any Intellectual Property relating to or capable of being used in the business for the time being carried on by the Company full details of the Intellectual Property shall immediately be communicated by him to the Company and such Intellectual

Property shall be the absolute property of the Company. At the request and expense of the Company the Director shall give and supply all such information data drawings and assistance as may be requisite to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the Intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct

11.3 The Director irrevocably appoints the Company to be his attorney in his name and on his behalf to sign execute or do any such instrument or thing and generally to use his name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause and in favour of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case

11.4 If any intellectual Property created in the course of employment hereunder is not the property of the Company the Company shall subject to the provisions of the Copyright Designs and Patents Act 1988 and the Patents Act 1977 have the right to enquire for itself or its nominee the Director's rights in the Intellectual Property within 3 months after disclosure pursuant to clause 12.2 on fair and reasonable terms to be agreed or settled by a single arbitrator

11.5 Rights and obligations under this clause shall continue in force after termination of this Agreement in respect of Intellectual Property made during and in the course of the Director's employment under this Agreement

#### 12. SUMMARY TERMINATION OF EMPLOYMENT

The employment of the Director may be terminated by the Company without notice or payment in lieu of notice:-

12.1 If the Director is guilty of any gross default or misconduct in connection with or affecting the business of the Company or

12.2 In the event of any serious or repeated breach or non-observance by the Director of any of the stipulations contained in this Agreement or

12.3 If the Director becomes bankrupt or makes any composition or enters into any Deed of Arrangement with his creditors or

12.4 If the Director is convicted of any arrestable criminal offence (other than an offence under Road Traffic Legislation in the United Kingdom

or elsewhere for which a fine or non-custodial penalty is imposed) or  
12.5 If the Director is disqualified from holding office in another  
company in which he is concerned or interested because of wrongful trading  
under the Insolvency Act 1986 or

12.6 If the Director shall become of unsound mind or become a patient  
under the Mental Health Act 1983 or

12.7 If the Director is convicted of an offence under the Companies  
Securities (Insider Dealing) Act 1985 or under any other present or future  
statutory enactment or regulations relating to insider dealings or

12.8 If the Director resigns as a director of the Company otherwise  
than at the request of the Company

#### 13. RESIGNATION FROM DIRECTORSHIP

Upon the termination by whatever means of this Agreement the Director  
shall at the request of the Company immediately resign from office as a  
director of the Company without claim for compensation and in the event  
of his failure so to do the Company is hereby irrevocably authorised to  
appoint some person in his name and on his behalf to sign and deliver such  
resignation of the Company

#### 14. ILLNESS OR ACCIDENT

14.1 In respect of any period or periods of absence from work due to  
sickness or accident the Director shall be paid in accordance with the  
terms of this Agreement his full salary for a maximum of 2 months in any  
one period of 12 months and one half of his salary for a maximum of a further  
period of 3 months in any one period of 12 months.

14.2 The Director will be entitled to Statutory Sick Pay (SSP) from  
the Company in respect of qualifying periods of sickness absence of 4 or  
more consecutive days (or periods aggregating 4 or more days which are  
separated by not more than 56 days) subject to a maximum of 28 weeks in  
any three year period.

14.3 In the event of sickness or accident the Director must ensure  
that a telephone message is given to the Company as early as possible on  
the morning of the first normal working day

14.4 In respect of periods of sickness or accident of less than 8 days  
the Director will be required to provide the Company on the first day of  
his return to work with a self-certificated sickness report covering each  
day of disability whether or not a normal working day. Period of sickness  
or injury of 8 days or more must in any event be supported by a medical  
certificate

14.5 Every day is a qualifying day for the purposes of SSP except for

public holidays

14.6 Any SSP or State Sickness Benefit payable to the Director will be deducted from any payment to which he is entitled under Clause 14.1 hereof

14.7 If the Director is absent from work due to sickness or accident for more than 6 months in any one period of 12 months the Company shall be entitled to terminate this Agreement by giving to the Director not less than 6 months notice in writing

15. RECONSTRUCTION OR AMALGAMATION

If the Director shall have refused or failed to agree to accept employment offered to him on terms no less favourable to him than the terms in effect under this Agreement either by a company which has acquired or agreed to acquire the whole or substantially the whole of the undertaking and assets of the Company or which shall own or have agreed to acquire the whole or not less than ninety per centum of the equity share capital of the Company or by a subsidiary of such a company the Director shall have no claim against the Company by reason of the termination of this Agreement by the Company within one month after such refusal or failure to agree

16. NOTICES

Notices may be given by either party by recorded delivery letter or by facsimile transmission or telex message addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of the Director) his last known address and any such notice given by recorded delivery letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of the post and any such notice given by facsimile transmission or telex shall be deemed to have been given 24 hours after transmission provided that a correct answer back or other written confirmation of due transmission and receipt is received by the sender

17. PARTICULARS OF EMPLOYMENT

The information contained herein and Schedule (1) hereto constitutes a written statement of the terms of employment of the Director in compliance with the provisions of the Employment Protection (Consolidation) Act 1978

18. MISCELLANEOUS

18.1 The expiration or determination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter

18.2 This Agreement supersedes all or any previous agreements made between the Company and the Director

19. CHOICE OF LAW AND JURISDICTION

This Agreement is subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties hereto the day and year first above written

SCHEDULE 1

1. COMMENCEMENT OF PERIOD OF EMPLOYMENT

1.1 Date of commencement of employment with the Company - 7 June 1993.

1.2 Any period of employment with a previous employer does not count as part of the Director's continuous period of employment with this Company.

2. HOURS OF WORK

The normal hours of work of the Company are 42½ hours per week (Monday to Friday) inclusive less one hour for lunch daily but the Director shall work such hours as are necessary for the proper performance of his duties without additional remuneration

SIGNED by ROBERT JOHN MABBOTT  
in the presence of

*R. J. Mabbott* 5th March 1994.

*M. J. Smith* S.3.94

MARTYN JOHN SMITH  
16 EAST ST  
STANWICK  
NORTHANTS  
NN9 6PX